PLATFORM USE TERMS AND CONDITIONS OF LITERAX

I. LITERAX AND THE USER

The creation of any registration to generate a User profile in Literax requires the reading, understanding and expression of consent on these Platform Use Terms and Conditions prior to start using the Services. This instrument is applicable to all Literax Services and is legally binding between You and Literax.

For this instrument, the parties involved will be identified as follows:

a. Customer. The individual or legal entity who has contracted a Service owned by Literax. The Terms and Conditions of Use of the Service together with the Services Agreement and the corresponding Exhibits constitute the entire commercial agreement between the Client and Literax.

b. Guest: The individual or legal entity who, through the contracting of a Client with Literax, is invited to collaborate in any of the Platforms and/or Mobile Applications for free and, where appropriate, signs the corresponding documents, including this instrument.

c. User. Indistinctly, a Client or a Guest who, through an individual, uses the Literax Services for his or her own right or on behalf of a legal entity under oath that he or she has current and sufficient powers of attorney to be bound by his or her Digital Signature, being its represented in accordance with this instrument.

II. DEFINITIONS

- 1. **Mobile Applications**: Mode of access to the Platform(s) available through an application for iOS and/or Android in some of the Literax Specific Services.
- 2. **API**: Application programming interface, is a set of functions and procedures that allow access to a Platform or Mobile Application.
- 3. **Certifying Authority**: Bodies of the federal public administration in Mexico that have the character to issue, manage and register digital certificates of Digital Signature, as well as Interfactura, S.A.P.I. de C.V., authorized to act as a Certification Services Provider (PSC) by the Ministry of Economy in Mexico, or any other authorized support PSC.
- 4. **Help Center**: Electronic documentation of functionalities and tools available to the User on the Platform(s) and/or Mobile Application(s).

- 5. **Digital Certificate**: Data message or record that confirms the link between a signatory -User- and their private key.
- 6. **Certificates of Confidence**: Refers to the services of incorporation of Digital Time Stamp and generation of Certificate of preservation of the data message as a whole. Available via API.
- 7. **Private Key**: Private file of the signatory, -User-, also known as a private key, which is used to encrypt a data message. (.key)
- 8. **Public Key**: Public digital certificate of the signatory, -User-, which is verified through the Internet to verify its authenticity and validity status. (.cer)
- 9. **Digital Legal Collaboration**: Digital operation tool for the life cycle of documents that allows the administration of sending and receiving requests for generation, review, approval and online signatures.
- 10. **Record of conservation of data messages**: Certificate of trust consisting of an electronic fingerprint, by means of which the complete conservation of the Information of a data message is obtained, from the moment it was generated for the first time in its final form; which complies with the Official Mexican Standard 151-SCFI-2016 issued by the Ministry of Economy.
- 11. **Smart Document(s)**: Documents that allow the collection and administration of metadata.
- 12. Electronic Signature: Set of data and characters that, through digital security mechanisms, links the signer with the expression of consent on a data message and is admissible as evidence in court.
- 13. Electronic Signature Plus: It is an electronic signature that adds the use of a code as a security measure to have a double authentication factor in the signature collection process. The data of the electronic signature, including the exclusive use code for the signature operation or transaction, is recorded in a data message and is admissible as evidence in court.
- 14. **Digital Signature**: It is a type of electronic signature known as an advanced, reliable, or certified electronic signature. It is made up of a set of digital certificates (public .cer and private .key), which, in addition to a password, allow the owner to be identified since it has been created by electronic means under their exclusive control, so that it is linked only to the same and to the data to which it refers, which allows any subsequent modification of these to be detectable. The digital signature binds the signatory through its use with the same legal effects as a handwritten signature. In addition to being admissible as evidence in court, it grants legal presumption of non-repudiation. It uses IES technology, Extended Security Infrastructure, popularly known as PKI, for its acronym in English, Public Key Infrastructure.
- 15. **Signatory**: Any person who uses an Electronic Signature, Electronic Signature Plus and/or Digital Signature, to sign electronic documents and, where appropriate, data messages.

- 16. Electronic Promissory Note(s): Credit title that has the essential elements of the Promissory Note in accordance with the General Law of Titles and Credit Operations and additionally has elements and attributes that allow managing its digital life cycle, including the endorsement and validity through Literax.
- 17. **Platform(s)**: Websites accessible through the Internet owned by Literax through which the Services are made available to the User, including without limitation: www.literax.com, www.portal.interfirma.com.mx, the above individually or jointly, with those that become available over time for the provision of the Services.
- 18. **Digital time stamp**: Certificate of trust, which consists of a computer mechanism that allows certifying and proving that a data message existed on a specific date and time. Provides computer expertise to identify the exact date on which a legal act was held.
- 19. **Web Service**: Mechanism that provides a means of transport to send documents to Literax securely and with a response in seconds.

III. USERS

The categories of Users that the Client can designate for registration in the Literax Platform(s) and Mobile Applications are the following:

- 1. Super administrator
 - a. Manage account settings
 - b. Registration, cancellation and change of users
 - c. Access to reports
 - d. Initiation of processes, assignment of tasks, consultation and signature
 - e. Generation and consultation of promissory notes, the above applies in case of having the contracted promissory note service
 - f. Generation, publication and use of templates, the above applies in case of having the contracted smart document service

2. Administrator

- a. Access to reports
- b. Start processes, assign tasks, consult and sign
- c. Generation and consultation of promissory notes, the above applies in case of having the contracted promissory note service
- d. Generation and use of templates, the above applies in case of having the contracted smart document service
- 3. Standard
 - a. Start processes, consult and sign
 - b. Generation and consultation of promissory notes, the above applies in case of having the contracted promissory note service
 - c. Use of templates, the above applies in case of having the contracted smart document service

- 4. Collaborator
 - a. Consultation of document history and signature as a registered user.
 - b. Consultation and filling of templates for signing and sending to the membership holder, the above applies in case of having the contracted smart document service
- 5. Government Information Officer
 - a. Permissions for administration of metadata library and publication of smart document templates, the above applies in case of having the contracted smart document service

IV. SERVICE

Literax is a Platform that can be accessed through the internet on the website <u>www.literax.com</u> and in the Mobile Application published in the iOS and Android services, which offers functionalities for the administration of document management in the digital field, including the generation, sending, receiving, storage, processing and consultation of data messages and electronic documents, through the use of Intefirma, Electronic Promissory Note(s), Smart Document(s), Digital Legal Collaboration and incorporation and generation of Trust Certificates.

The User must, according to the applicable product according to the contracted service:

- 1. Register on the corresponding Platform(s) and/or Mobile Application(s); and
- 2. Have your current Digital Signature and/or one or more current Digital Seal Certificates if required.

Likewise, the Client accepts and acknowledges that within the categories of Users that the Client may designate for registration in the Literax Platform(s) and Mobile Applications, the Super-Administrator User has sufficient powers of attorney to define the permissions of the others. Users and register, unsubscribe and/or make any changes to the Literax Platform(s) and Mobile Applications. Consequently, the Client expressly accepts that the Super administrator Users that the Client designates may enable the legal representatives of the Client as Users in the Literax Platform(s) and Mobile Applications in accordance with the powers of attorney that the legal representatives have in accordance with its current legal documentation, being the responsibility of the Client the verifications of Literax, as well as the updating of the same and their cancellation or elimination as Users of the Services, if necessary.

In connection to the verification and validation service, the User accepts that the validation or verification of the data of their voting credential be carried out, as well as the verification of their biometric data with the National Electoral Institute

(INE) or any other competent authority and /or the verification of any other identification before the corresponding authorities and/or the verification of your Unique Population Registry Code (CURP) before RENAPO.

V. COMPUTER SECURITY AND LIMITS OF LIABILITY

Literax has the following computer security measures in the Services:

- a) Availability: Literax has the technological infrastructure of hardware, software and specialized technical personnel to guarantee the availability of the Services in accordance with the legal requirements applicable to each product.
- b) User Profiles: Literax manages security by User based on profile(s), controlling all existing unitary actions in the Services.
- c) Backups: Literax performs periodic incremental data backups.
- d) Session security: Literax uses computer security standards to control and prevent loss of information;
- e) Logout due to inactivity: Literax allows you to activate the expiration of the User session(s) for a determinable period of inactivity;
- f) Soft-Delete: Literax retains data records on the Services to prevent inadvertent data loss or mitigate risks of voluntary data deletion. Data deletions are inaccessible to the User and an administrator of the Literax Services would have the ability to regain access to them if necessary.
- g) SSL Certificate on all Platforms.

Literax will not be responsible to the User for failures or delays in the provision of the Services derived from:

- a) Acts of god or force majeure.
- b) Negligence and/or misuse of the Service by the User.
- c) Any misuse, modification or theft of User information in the event that such information is transmitted to Literax through systems other than those offered by the Services and/or its components;
- d) Corrections, updates or modifications to the Services that have been recommended by Literax to the User and that have not been made by the User or, as the case may be, the performance by the User of corrections, updates or modifications not recommended by Literax;
- e) Corrections, updates and modifications to the Services that Literax cannot carry out for reasons attributable to the User;
- f) Updates or renewals of digital certificates that are required by the User for the provision of Literax Services due to the nature or functionalities of the product(s) used;
- g) Malfunction of the computer systems, terminals or communication, Internet service and User connections;

h) Poor quality, error and/or insufficiency in or of the information provided by the User to Literax.

The User expressly acknowledges and accepts that:

- a) Failure to comply with any of the fiscal and legal obligations of the User is and will be solely and exclusively his responsibility, for which he undertakes to indemnify and hold Literax harmless from any requirement, claim and/or legal proceeding and/or or administrative derived from such non-compliance;
- b) Literax is not and will not be responsible for the content, veracity or accuracy of the information contained in the documents, contracts, templates, models, transactions, and/or the data messages transacted, signed, certified or exchanged through the Services.
- c) The veracity, precision or content of any information of the User that comes from third party systems or outside the Services, of the quality of the information that the User provides to Literax or of the use that the User gives to the information that he receives to through the Services.
- d) Literax has no obligation to appear in any controversy, litigation or trial process that is generated by virtue of a document signed on its Platform and the User agrees not to request the intervention of Literax in said procedures.

In no event shall Literax or the User be liable to each other or to any person for any damage, including, but not limited to, indirect, incidental, excessive, remote or consequential damages, lost profits, lost profits, consequential damages, moral damages, loss of data and/or information and/or breaches of security regarding personal data that the User, Literax or a third party may suffer, even if they have been notified of the possibility of such damages occurring.

The User and Literax will not be responsible for any delay or breach of the obligations of this instrument, resulting directly from fortuitous event or force majeure, including, but not limited to, natural disasters, fire, flood, earthquake or electrical storm, variations or faults. of electrical energy, sabotage, accidents, embargoes, riots, civil disturbances or exercise of civil authority, pandemics, etc.

In the event that Literax cannot provide the Services due to unforeseeable circumstances and/or force majeure, Literax will notify the Client and/or User of the estimated period of time for resumption of the Services.

Literax guarantees in terms of operability, that even when there is an event of fortuitous event or force majeure, the User's information will remain protected, which will not be lost due to the aforementioned events. That information that is sent by the User to Literax, or vice versa, during the precise moment in which any of the adverse events mentioned here occurs, cannot be guaranteed by Literax.

Literax does not store the private data or confidential files of your Digital Signature. The content and integrity of the information in your Digital Certificate and/or the electronic documents that are subscribed through the Platform(s) are not modified or altered by Literax. Literax is not responsible for the authenticity, veracity or legality of the content, personal information, elements of form and substance of the legal acts or transactions contained in the data messages, electronic documents and/or Electronic Promissory Note(s) that are subscribed by the User through the Literax Solution(s).

Literax and the Certification Authority have access to and safeguard the public information of the Public Key of the User's Digital Signature in order to verify the identity of the holder of the Digital Certificate on the Platform(s). The User is obliged by law to maintain the secrecy, confidentiality, possession, and integrity of their creation data of their Digital Signature Digital Certificate, of the Private Key and of the password of their Private Key. The Private Key at all times remains under the exclusive control and protection of the User, and through it the User himself, through the Platform and/or the Mobile Application of the Literax Solution(s), can sign the electronic documents he wishes.

Literax is legally, technically and materially limited and prevented from the discretionary use of the Electronic Signature, Electronic Signature Plus and/or Digital Signature of the User, for which reason, as a service provider, it is released from any liability of a legal nature and will not be liable for damages that may be caused to the User:

i. Directly or indirectly derived from the unauthorized or illegal use of your Electronic Signature, Electronic Signature Plus and/or Digital Signature not attributable to Literax;

ii. Due to the improper use of the Literax Platform(s) by the User;

iii. Against affected third parties, who have a direct or indirect relationship with the Literax Services;

iv. Due to the use of an expired, revoked or unauthenticated Digital Signature Certificate.

v. Derived from providing inaccurate or erroneous information, derived from omission, distraction or typographical error, when capturing data, using or providing electronic documents or any other related to the use of the Literax Platform(s).

VI. INTELLECTUAL AND INDUSTRIAL PROPERTY

Literax has the ownership and exclusive ownership of the rights granted by current laws and/or international treaties inherent to industrial and intellectual property of which Mexico is a party, for all trademarks, distinctive signs, commercial notices, computer programs and compilations. , through which it markets and provides its Services, including, without limitation, technological developments, codes, designs, know how, and/or goods or rights that correspond to it in the field of industrial and intellectual property own right.

Literax does not grant any, or authorization of use, of any kind on the industrial and intellectual property of its property.

The User may not modify, alter, delete, copy, reproduce, distribute, sell, decompile, disassemble, transfer, apply reverse engineering techniques, or attempt to extract the source code either totally or partially from the Services, Platforms and Mobile Applications of Literax, assuming responsibility in case of doing so to pay Literax the corresponding amount for resulting damages.

VII. CONFIDENTIALITY

The User and Literax accept that during the use of the platform all technical, administrative and commercial knowledge, processes and procedures (including sales, promotion and marketing procedures), information, user lists, formulas, techniques, cost and sales information, research and development information, pricing information, technical secrets, source codes, trade and industrial secrets, inside information, business plans, feasibility studies, ideas, products, services, financial information, technical specifications, materials, discoveries, data and other elements related to their products or operations, all of which grant a favorable competitive position in the market in which they participate, which represent an important and irreplaceable value whose disclosure or use by the Receiving Party (who receives the Confidential Information) or by third parties would cause severe, substantial and irreparable damages to the Disclosing Party (who reveals confidential information partially or totally).

The Receiving Party does not have any rights over the Confidential Information, except and exclusively for the purposes of fulfilling the services provided through the platform.

At no time and for no reason will Literax deliver User information to government authorities without the User's prior written consent, except by judicial or administrative order issued by a competent body.

The User authorizes Literax to send information related to the Services in accordance with articles 16, 18 and 18 bis of the Federal Consumer Protection Law.

VIII. PRIVACY

Based on the Federal Law on Protection of Personal Data Held by Private Parties and its corresponding Regulations, Literax makes available for consultation the Privacy Notice by which it is governed and identifies itself as responsible for the use and treatment of personal data that is intended to be collected from the User, owner of said data; as well as in charge of the personal data that the User sends, so by providing the personal data related to third parties, the User acknowledges having their consent for Literax to process their personal data.

IX. COLLABORATION

Consensus, S.A. of C.V. maintains a collaboration with Interfactura, S.A.P.I. de C.V., a company that is part of the same corporate group GDX and which is authorized by the Ministry of Economy to act as Certification Services Provider ("CSP") according to the notice published in the Federal Official Gazette on March 16, 2021, which allow to prove to any third party or authority that the electronic documents have been kept intact and unchanged from the moment of their generation, in compliance with the Official Mexican Standard 151-SCFI2016, issued by the Ministry of Economy.